

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

June 17, 1954
10:00 A. M.

Council Chamber, City Hall

The meeting was called to order with Mayor McAden presiding.

Roll Call:

Present: Councilmen Long, Pearson, Thompson, White, Mayor McAden
Absent: None

Present also: W. E. Seaholm, City Manager; W. T. Williams, Jr., City Attorney; C. G. Levander, Director of Public Works.

Invocation was delivered by REV. JOHN BARCLAY, Central Christian Church.

Councilman Long moved that the Minutes of June 10th be approved. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Long, Pearson, Thompson, White, Mayor McAden
Noes: None

The City Manager submitted the following instrument for consideration:

"THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT

"THIS AGREEMENT Made the day of in the year Nineteen Hundred and fifty four by and between the City of Austin, Travis County, Texas hereinafter called the owner, and Jessen, Jessen, Millhouse and Greeven, and Page, Southerland and Page, Austin, Texas hereinafter called the Architect, WITNESSETH, that whereas the Owner intends to erect a municipal auditorium.

"NOW, THEREFORE, the Owner and the Architect, for the considerations hereinafter named, agree as follows:

"The Architect agrees to perform, for the above-named work, professional services as hereinafter set forth.

"The Owner agrees to pay the Architect for such services a fee of six (6) per cent of the cost of the work, with other payments and reimbursements as hereinafter provided, the said percentage being hereinafter referred to as the "basic rate."

"The parties hereto further agree to the following conditions:

"1. The Architect's Services - The Architect's professional services consist of the necessary conferences, the preparation of preliminary studies working drawings, specifications, large scale and full size detail drawings, for architectural, structural, plumbing, heating, electrical, and other mechanical work; assistance in the drafting of forms of proposals and contracts; the issuance of certificates of payment; the keeping of accounts, the general administration of the business and supervision of the work.

"4. Extra Services and Special Cases - If the Architect is caused extra drafting or other expense due to changes ordered by the Owner, or due to the delinquency or insolvency of the Owner or Contractor, or as a result of damage by fire, he shall be equitably paid for such extra expense and the service involved.

"Work let on any cost-plus basis shall be the subject of a special charge in accord with the special service required.

"If any work designed or specified by the Architect is abandoned or suspended, in whole or in part, the Architect is to be paid for the service rendered on account of it.

"5. Payments. - Payments to the Architect on account of his fee shall be made as follows, subject to the provisions of Art. 4:

"Upon completion of the preliminary studies, a sum equal to 25% of the basic rate computed upon a reasonable estimated cost.

"During the period of preparation of specifications and general working drawings (exclusive of details) monthly payments aggregating at the completion thereof a sum sufficient to increase payments to 75% of the rate or rates of commission arising from this agreement, computed upon a reasonable cost estimated on such completed specifications and drawings, or if bids have been received, then computed upon the lowest bona fide bid or bids.

"From time to time during the execution of work and in proportion to the amount of service rendered by the Architect, payments shall be made until the aggregate of all payments made on account of the fee under this Article, but not including any covered by the provisions of Article 4, shall be a sum equal to the rate or rates of commission arising from this agreement, computed upon the final cost of the work.

"Payments to the Architect, other than those on his fee, fall due from time to time as his work is done or as costs are incurred.

"No deductions shall be made from the Architect's fee on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

"6. Survey, Borings and Tests. - The owner shall, so far as the work under this agreement may require, furnish the Architect with the following information: A complete and accurate survey of the building site, giving the grades and lines of streets, pavements, and adjoining properties; the rights, restrictions, easements, boundaries, and contours of the building site, and full information as to sewer, water, gas and electrical service. The Owner is to pay for borings or test pits and for chemical, mechanical, or other tests when required.

"7. Supervision of the Work. - The Architect will endeavor to guard the Owner against defects and deficiencies in the work of contractors, but he does not guarantee the performance of their contracts. The supervision of an Architect is to be distinguished from the continuous personal superintendence to be obtained by the employment of a clerk-of-the-works.

"8. Preliminary Estimates. - When requested to do so the Architect will furnish preliminary estimates of the cost of the work, but he does not guarantee the accuracy of such estimates.

"9. Definition of the Cost of the Work. The cost of the work, as herein referred to, means the cost to the Owner, but such cost shall not include any Architect's or Engineers' or Special Consultants' fees or reimbursements or the cost of a clerk-of-the-works.

"When labor or material is furnished by the Owner below its market cost the cost of the work shall be computed upon such market cost.

"10. Ownership of Documents. - Drawings and specifications as instruments of service are the property of the Architect whether the work for which they are made be executed or not, and are not to be used on other work except by agreement with the Architect.

"11. Successors and Assignments. - The Owner and the Architect, each binds himself, his partners, successors, executors, administrators, and assigns to the other party to this agreement, and to the partners, successors, executors administrators and assigns of such other party in respect of all covenants of this agreement.

"Except as above, neither the Owner nor the Architect shall assign, sublet or transfer his interest in this agreement without the written consent of the other.

"12. Arbitration. - All questions in dispute under this agreement shall be submitted to arbitration at the choice of either party.

"13. Visits to Other Auditoriums - Members of the firm will visit several auditoriums (a minimum of three) in other cities or states, acquaint themselves with the buildings and confer with management personnel relative to their suitability.

"14. Inspection - The architects agree to furnish and pay for the services of a full time construction inspector or "clerk-of-the-works" who will be maintained on the job during construction until completion of the work.

"15. Previous Services - Payment to this firm for services on preliminary planning of the auditorium prior to date of this contract, is to be waived.

"16. Promotional Plans - Concerning paragraph 5 above, the payment of 25% of the fee for preliminary studies shall be broken down as follows:

- (a) For preparation of a program, visits to other auditoriums, preparation of schematic floor plans, elevations and rendered perspective for promotional and financing purposes a payment of 12-1/2% of the basic rate.

- (b) For development of complete architectural preliminary studies and designs meeting approval of the City Council, an additional payment of 12-1/2% of the basic rate.

"The Owner and the Architect hereby agree to the full performance of the covenants contained herein.

"IN WITNESS WHEREOF they have executed this agreement, the day and year first above written."

Discussion was held on the contract for architects for the Auditorium. Councilman Long inquired as to the wording in the first part of the contract which seemed to be in conflict with that in Section 7, Paragraph 7. The City Manager explained the wording, the sliding scale of percentage for fees, the meaning of the costs of the work. Councilman Long inquired as to where the architects would visit the auditoriums. MR. AMOS HARRELL inquired if the Architects were under pressure to make the costs as expensive as possible. It was explained that the Council accepted everything and there was a set price. Councilman White moved that this agreement be accepted on the basis of 6% as submitted by the City Manager. The motion, seconded by Councilman Pearson, carried by the following vote:

Ayes: Councilmen Long, Pearson, White, Mayor McAden

Noes: Councilman Thompson

Councilman Thompson made the following statement regarding his vote:

"I voted against hiring these architects at this time because I still think we are getting the cart before the horse, and we still have not figured out a reasonable formula for getting our bonds sold, and still do not know that we are going to build our Auditorium and won't until we can sell the bonds. I suppose to be consistent I should vote 'no'."

Councilman Long asked the City Manager to check on the wording of Section No. 9 to be sure it is perfectly O.K.

The City Manager presented the following:

"STATEMENT OF ESTIMATED DISCOUNT ON
WATER SALES
FOR THE 2 MONTH PERIOD AS SHOWN

	1954		COMBINED
	<u>JULY</u>	<u>AUGUST</u>	<u>TOTAL</u>
"Estimated Gross Sales of Water	264,851	277,071	541,922
Deduct: Commercial & Industrial	57,051	59,681	116,732
Estimated Residential Sales	207,800	217,390	425,190
Discount	10%	10%	10%
ESTIMATED DISCOUNT ON RESIDENTIAL SALES	20,780	21,739	42,519 "

He explained he had read an old ordinance last week setting up discounts, but that the more recent ordinance had been a straight 10% proposition, 10% over \$1.00. Councilman Long moved that the City Manager be instructed to bring in a Resolution formally passing this to the effect that 10% discount be given on residential sales starting with the minimum of \$1.00 to become effective July 1st. Councilman White seconded the motion. MR. CHARLES SANDAHL asked that this be extended over until September also. Councilman Long believed that the revenues would go over the estimated figure rather than drop; and at the end of a month and a half, possibly this could be continued through September. Mr. Sandahl likewise believed there would be more revenue, and that people would be encouraged to use more water, and have a more beautiful city, cleaner city, and prettier city. Councilman Pearson wanted to make a test to see how it affected the revenues; and if it does affect the revenues \$42,000, the City Manager would have to revise his budget. He believed the people would use more water and offset this. He thought maybe since the plant was not yet in operation that they were 30 days ahead, but he was anxious to give the people a savings as soon as they could. The City Manager thought the plant would be in operation next week; but when a new plant like this is put in operation, many things could happen at first; but if the demand exceeds the capacity, he would come to the Council to ask the people to cooperate. Councilman Thompson believed the people would cooperate to the fullest. He asked the proponents of this motion if they would list their reasons why the Council should vote to cut the water rate. Councilman Long listed as the most important that the people have a summer water rate so they could keep their yards watered and keep Austin as beautiful as we wanted it to be; it is more health to have green growing healthy lawns all over the City; it cuts down dust and keeps disease away. The people that elected her and the Council want a summer water rate; they have been promised a rate for three years. She believed it would bring in as much revenue, if not more if there were a water rate reduction; but revenue is not the only reason--the people of Austin ought to give to the city and that they should have something in return; the people of Austin deserve it and ought to have it. She stated she came up to serve the people in the best capacity, and that is No. 1 reason--the people want it. Councilman White stated his reasons to be practically the same. He thought they would get in just as many dollars; and that when one drove down the streets, there would be greener grass and more beautiful yards. On these unpaved streets that Councilman Thompson had been talking about, Councilman White stated the people could settle that dust with a little of the water, and he thought the people would be happy about it.

Councilman Thompson stated he had some reasons as to why the reduction in rate should not be made. There were 12% of the customers in number, 5250 customers in 1953 paying less than \$1.00. They will not be affected. The 5250 customers or 12.8% will not have any advantage from this discount as they pay \$1.00 or less. Benefits accruing to families by this 10% reduction will not accrue to that group of people. Thirty-one percent of the customers in number, 12,650 families paid from \$1.00 to \$3.00 bills in 1953. Their discount in July, assuming they all paid the maximum of \$3.00 or possible \$2.50, will be a savings to them of \$0.30 in July and \$0.30 in August, a total of 60¢. Thinking in terms of the welfare of our families in the town to the City's protection of their welfare, contribution to the welfare, maintaining a city to serve them well, he pointed out that the 60¢ saved because of this water reduction could make no conceivable contribution to the welfare of that family. The next bracket, the people who pay bills from \$3.00 to \$5.00 constitute 25.9% of the paying customers. They number 10,570 families in this town; and assuming again that all of them pay the maximum of \$5.00, which is not true, they will save

\$1.00 this summer on these water rates. He asked if it were conceivable that this \$1.00 would make any significant impact in the welfare of the lives of these families who pay this \$5.00. Will this dollar mean one thing to them at all. The next bracket, 23% pay from \$5.00 to \$9.00. There are 9,650 customers. If a comparison of the financial strength could be approached, he believed these could be classified as the upper-middle class homes. If the maximum of \$9.00 were used, they would save \$1.80. He again asked if it were conceivable to any reasonable mind that the savings of \$1.80 would have any impact on the welfare of that family during the summer. There are 6.6% customers by number or 2660 users over \$9.00 of water and this includes all of the industrial and commercial accounts in town as well as that small number of people who use water at the rate of over \$10.00 per month. Say, to be liberal, that 1/3 of those people are commercial and industrial and 2/3 are homes, with probably the figures reversed. The City Manager stated there was no break-down in water, but the electrical accounts would show approximately 5300 commercial and industrial accounts and 4,000 water, approximately. Councilman Long did not think they would be that great. Councilman Thompson continued stating that an estimate of 1/3 of the residents using in excess of \$10.00--some spending \$75 - \$80 a month because of their large homes and large establishments, beautiful gardens and they water their gardens copiously and make them very beautiful. Those people, living in those homes could be classified as the upper income bracket of our town. If they have been spending an average of \$50.00 a month for water they would save \$10.00 for the two months. He asked if it were conceivable in any way from a reasonable mind that the savings of that \$10.00 during the two months would make any practical impact on the welfare of that family during the two months. He could not see that it would make any difference. He believed in the first place that the institution of this reduction could make no conceivable contribution to the welfare of any family in this city. Twenty-five percent of the property is owned by the Federal, State and County and because it is owned by those governmental agencies, we are not able to tax it from the standpoint of our ad valorem tax. 75% of the property in this town must carry the tax load in what most other towns 100% of taxable property carries; so because of that peculiarity alone, the tax load is 1/3 greater on property than it is in other towns. It has been recognized over the years by preceding Councils and by citizens of this town and the point has been argued that the utility system should not constitute a part of our basic revenue structure; but with all of the arguments to the contrary, it still does. In 1953, if we had had this 25%, \$54 millions of dollars of property in this town not taxable, there would have been collected \$1,625,000 in taxes, but we did not. In 1953 we transferred \$2,100,000 from the Utility Fund to the General Fund. If this property could have been taxed, then it would not have been necessary to make this additional transfer. The philosophy of transferring utility profits to the General Fund is accepted and a practiced philosophy of government in Austin. The point is that the utility system constitutes a basic or fundamental part of the financial machine of the City of Austin, and he wanted that point made. He stated his third point. This was the middle of the budget year. The City administration had figured out how much money it would take to run the city. He got his information from his Department heads who figured out what they would need for the operation, for capital improvements and for the operation of this city through September of this year. They came up with a figure. This Council considered this budget and approved it as an operating budget ending October 1, 1954. It was assumed that in voting on that budget that each council member perused the budget and agreed that it was the lowest figure that the administration could use to prudently pursue the management of the business of this city; and to come in in the middle of the budget year with

a notion that \$42,000 be taken out of this budget seems to be irresponsible action. It is claimed by the proponents that we will not lose that \$42,000; that we will gain that \$42,000 in excess water sales. Since he agreed with the proponents that the load on the system could be equalized and taken care of by asking cooperation of the people, Councilman Thompson stated he would not mention the inadequacies of the distribution system. If the water rates should be continued as they are and the people go on and buy the water, it was very questionable to him that the reduction in water rates would make any appreciable difference in water sales. He had no facts, he stated to support that it would or would not, and he doubted if the proponents had any facts that it would. If it did cut \$42,000 out of the revenues the Council was being irresponsible and without due cause interrupting the budgetary operation of the city and that it may run into some financial difficulty as a result of it. If the additional sales are made, the money would be taken in. He contended that there were needs of the city far more acute and far more contributive to the general health, general welfare and happiness and comfort of the people than the additional benefits drawn from the additional beauty and health of the lawns and shrubs, namely, (1) the unpaved streets all over the city. People had started calling "When are we going to get the emulsion down to get rid of this dust?" As the temperature gets higher and the days get longer, and the heat discomforts continue, those calls come in more numerous and more insistent and rightly so, because in greater areas of this town such as Crestview and Violet Crown there are blocks and blocks of streets that are white gravel; and when the wind blows it blows the dust up in those houses; and whatever detriment that that dust is to the health of our city, it is there in this area and other areas. He contended the solution to the problem of the unpaved streets was far more important to the health and comfort and welfare of the people than the benefits which would accrue from a little additional health, and he did not want to discount that because he wanted to see beautiful lawns and shrubs, and beautiful parkways, as lots of people come in and see that the city is beautiful and he wants to see it remain beautiful; but he stated whether or not this discount went into effect, he did not think it would have any appreciable impact on the conditions of the lawns and shrubs in the town. He asked that the 10% discount not be put into effect; and if there were any excess in water sales over what the present budget calls for that it be put into a fund to begin to create a fund out of which there could be started some paving of streets and other things more important to the public health, comfort and welfare of our citizens. He stated he thought those things so strongly; and although he wanted to cooperate with the rest of the Council in furthering this program, he could not vote for this thing, so he wanted to recommend to the Council that it turn the proposition down.

Councilman Long stated he talked like the Telephone Company. If he tried to put in a 10% increase on water or light, he would know what a 10% increase or decrease meant to the people of Austin, particularly if it were an increase. The telephones would ring night and day. A 10% discount for the summer water rate is really something that means comfort to the minds of the people of Austin, and they get more out of it than that small \$1.00 and percentage that Mr. Thompson pointed out. It makes a great deal of difference to the welfare in the psychological effect when they know they can water and get a little discount, they will use more and feel good about it. He pointed out that the water and light system was the basic structure of the financial system of the city. In the past experience, the summer water rate did not wreck the city financially, and there is no possibility that it will in the future. If there were a private utility company, as many cities have, they would spend more than

that on their advertising, and they make a profit or they would not be in the business, and she could not see why the City could not put its system in good light with the people, since they are paying a good deal of the upkeep of the city through the water and light system. So, she thought that argument on the financial end of it was invalid. It is just good advertising. She did not think that cutting this down in any way would be called irresponsible on the part of the Council. The citizens want this and have expected it, and it is high time for them to get it; and she for one, did not feel there was any way in the world to tell the people of Austin and make them believe that this is irresponsible. As far as paving was concerned, she thought the City of Austin was in very bad need of paving, but there would not be \$42,000 whether the increase or decrease were made, or if it were left as it is, to put in paving. She wanted to call attention that when the budget was being made up that she recommended at that time putting in the budget the summer water rate. The Mayor and two other Council members, Mr. Thompson and Mr. Pearson said "no", and two that she remembered said "lets wait until later in the summer and see where we stand on the water plant." She did not believe it would affect the citizenry and she did not believe that any paving would be done if the matter were kept as it is, as that \$42,000 would not be put in a paving fund, but would be used as it always has when there was a profit made--just put in a pot to bake up here and there. MR. SANDAHL felt that selling water cheaper there would be more water sold. He thought possibly the services that the City was giving the people were handled at a loss, such as on the golf courses, swimming pools, etc. He favored rendering those services but not at a loss. Councilman Thompson inquired if he felt there should be a charge on the swimming pools. Mr. Sandahl stated he would be glad to meet with the Council on this matter came up and the facts were presented. Councilman Thompson stated that Mrs. LONG thought this reduction would give the folks mental welfare; but to evaluate the amount of mental relief that the saving of 25¢ would furnish the lower income group and the \$10.00 would give the top income group he was not equipped to say. He thought that if one walked down the street and asked the first 500 citizens talked to if they wanted a 10% deduction in their water rates, 99.9% would say "yes"; and if you asked them if they wanted a reduction in their gas rates, grocery bills, they would all say "yes". If you walked down the street and stopped 500 people and gave them the facts as he had given today of the impact of the relationship between the amount saved, and the contribution of the welfare of the individual family as compared to the problem created by the total of those 25¢, amounting to \$42,000, they would get a different slant and he believed if the 500 people were shown the facts that the majority would say "don't cut the water bill", so he did not think there was any validity to the statement that the people wanted it. Mrs. Long stated she proposed a cut in the water rate in the budget. The Council, as elected by the people did not approve a reduction in the summer rate. From all standpoints of a reasonable mind and logic and common sense, if the city is getting to much for the water and the people ought to have a lower rate, why in the name of common sense should two months of the year be cut out instead of giving them a reduction for all 12 months, instead of breaking out in the middle of the year and making a dramatic proposal that we cut the water rate... He urged very strongly that the Council not vote to give this discount this summer and that they sustain him in what he believed to be prudent thinking that should be done by a governing body of the city.

Roll call on Councilman Long's motion that the City Manager be instructed to bring in a Resolution formally passing this to the effect that 10% discount be given on residential sales starting with the minimum of \$1.00 to become

effective July 1st and seconded by Councilman White showed the following vote:

Ayes: Councilmen Long, Pearson, White, Mayor McAden
Noes: Councilman Thompson

Councilman Pearson admitted that the psychological effect had more value than possibly the few cents the consumer would save, but he believed the people would use enough water to partially offset the \$42,000. Before adopting next years budget, he stated if the people had not bought additional water and if it has not affected the revenues, he would rather consider the possibility of establishing a year-round decrease rather than coming in the middle of the year with one. The Mayor stated he had been advised by some of the former councilmen that it was good business to put summer water rates into effect; and that we would pick up additional uses of water that will bring the revenues nearly in balance to what could be expected on the rate had the summer rate not been put into effect.

The City Manager stated the Tax Department was ready to send out notices as a result of the Equalization program on the reassessment studies, and he presented the following :

"June 17, 1954

"Suggested Tax Rate as result of Tax
Equalization Program

"As Austin's tax equalization program draws to a conclusion, one fact stands out: at least one-half of Austin's citizens will be paying less city and school taxes next year than they paid this year.

"The statement that some property owners will pay more taxes and some less is due to the fact that during the 7 years since the last revaluation, there has been a considerable shift in property values in various sections of the city. This has been the experience of all cities which have undergone a period of rapid growth such as Austin.

"Actually, the assessed valuation of practically everyone's property will be increased. However, in over one-half of the cases, the promised tax rate reduction will more than offset the increased valuations. This means that the property owner in these cases will be paying less taxes under the new program than he is now paying.

"Final figures on the reassessment program have not been determined as of today, but it appears at the present time that the assessed valuations of the entire city will approximate \$375,000,000. Based on this figure, the tax rate for the coming year will not exceed \$1.86 per \$100 valuation. To the extent that assessed valuations may exceed \$375,000,000, the tax rate will be lowered to produce the same revenue.

"Last year's 1953 tax rate was \$3.01. This was based on an assessed valuation of \$218,590,000. With a normal increase in values due to new construction of approximately \$9,410,000, assessed valuations this year would have been \$228,000,000. To provide for increased debt service requirements, this valuation would have required a tax rate of \$3.06, an increase of 1 2/3% over last year's rate. Such increase would have been due entirely to the

issuance of tax bonds for school and general city purposes.

"The proposed tax rate of \$1.86, based on a \$375,000,000 valuation, provides for that same 1 2/3% increase in tax revenue -- all due to increased debt requirements with no additional money going to the operating expenses of the City or schools.

"In summary, this is the comparison: if the new program had not been installed, valuations this year would be approximately \$228,000,000, and would require a tax rate of \$3.06. The new program anticipates an assessed valuation of some \$375,000,000, with a tax rate of \$1.86. In both cases, the end result is the same. The City will levy a tax amounting to approximately \$6,980,000 which represents a small increase of 1 2/3% to service bonds. Again, it might be repeated that if the new assessed valuations exceed \$375,000,000, the tax rate will be lowered below \$1.86 so as to produce the same revenue."

He stated it would be helpful in clarifying a lot of misunderstanding on what is being attempted to do insofar as this program is concerned, and he suggested that the Council indicate what the maximum rate would be under the conditions of the reassessment program. He stated this contemplated the sale of \$1,000,000 for schools, \$1,500,000 for the low-water dam, and \$275,000 for recreation. Councilman Thompson suggested this should be explained through the news agencies that this is an estimate and based on \$375,000,000 valuations and that the action of the Board of Equalization may have some effect; and if it came out with a lesser amount, then the rate would be greater or lesser than \$1.86. MR. AMOS HARRELL spoke, stating his belief that the hands of the Equalization Board were tied. The City Attorney explained the powers of the Equalization Board. The City Manager stated if they came out with values less than \$375,000,000 the rate would have to be higher than \$1.86, but he was not asking for anything more than what would be necessary to produce the \$6,980,000. Councilman Long thought that some mention should be made that the values are being changed from 1942 values to present day values. The Mayor stated this represented \$.94¢ per \$100 valuation, and the schools will have \$.92¢, if the valuation is \$375 million. Councilman White, regarding Mr. Harrel's remark about the Board, stated he and the Mayor had expressed the sentiment of the Council in that it had confidence in this Board. The Mayor asked if the Council wanted to confirm this as a statement from the City Council and City Administration as to what the people might expect as being \$1.86 rate for the Schools and the City for the year beginning October 1st. Councilman Long wanted the statement to be clarified. The City Manager stated he would like to send out a memorandum showing what the Council did. The Council asked that he send them copies of the memorandum before it were sent out, so if there were any changes they could let him know. The Mayor asked that those who wished to confirm this statement regarding the tax rate and valuations to vote "aye"; those opposed to vote "no". Roll call showed the following vote:

Ayes: Councilmen Long, Pearson, Thompson, White, Mayor McAden
Noes: None

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, on September 21, 1953, judgment was rendered in a certain cause styled City of Austin v. Cecil L. Child in Cause No. 27081, in favor of the City of Austin, in the Justice Court, Precinct No. 3, Travis County, Texas, for the sum of \$124.08, together with interest on said amount at six per cent (6%) per annum from September 21, 1953, and costs of suit, against Cecil L. Child; and

WHEREAS, an Abstract of such judgment was duly recorded in Book 24, at Page 117, of the Judgment Lien Records of Travis County, Texas; and

WHEREAS, at the date of said judgment title to the hereinafter described real estate was vested in Cecil L. Child subject to certain prior liens which were then outstanding; and

WHEREAS, it has been determined to the satisfaction of the City that the lots hereinafter described do not have a value in excess of the prior liens against them; and

WHEREAS, the said Cecil L. Child has defaulted in his payments on the obligation secured by said prior liens, and such prior lienholder has acquired title to the property by virtue of his said lien; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That W. E. Seaholm, City Manager, be and he is hereby authorized and directed to execute a release releasing the West 73 feet of Lot 17, Block B, Violet Crown Heights, Section 1 and the East 7 feet of Lot 17 and the West 65 feet of Lot 18, Block B, Violet Crown Heights, Section 1, in the City of Austin, Travis County, Texas, from the judgment lien created by the City by the filing of the Abstract of Judgment above referred to.

The motion, seconded by Councilman Pearson, carried by the following vote:

Ayes: Councilmen Long, Pearson, Thompson, White, Mayor McAden
Noes: None

Councilman Pearson offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, Southern Union Gas Company has presented to the City Council tentative maps or plans showing the proposed construction of its gas mains in the streets in the City of Austin hereafter named, and said maps or plans have been considered by the City Council; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT Southern Union Gas Company be and the same is hereby permitted to lay and construct its gas mains in and upon the following streets:

(1) A gas main in WEST 45TH STREET, from Marathon Boulevard easterly 2255' feet to a point 80 feet east of Guadalupe Street, the centerline of which gas main shall be 15 feet south of and parallel to the north property line of said WEST 45TH STREET.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(2) A gas main in WASHINGTON AVENUE, from a point 165 feet west of Leona Street easterly 48 feet, the centerline of which gas main shall be 7.5 feet south of and parallel to the north property line of said WASHINGTON AVENUE.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(3) A gas main in KAWNEE DRIVE, from Guadalupe Street westerly 413 feet, the centerline of which gas main shall be 6.5 feet south of and parallel to the north property line of said KAWNEE DRIVE.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(4) A gas main in NILE STREET, from a point 165 feet south of East 8th Street southerly 171 feet, the centerline of which gas main shall be 6 feet west of and parallel to the east property line of said NILE STREET.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(5) A gas main in WEBBERVILLE ROAD, from Nile Street westerly 162 feet, the centerline of which gas main shall be 6.5 feet south of and parallel to the north property line of said WEBBERVILLE ROAD.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(6) A gas main in WALNUT AVENUE, from a point 53 feet north of East 12th Street, northerly 48 feet, the centerline of which gas main shall be 7.5 feet west of and parallel to the east property line of said WALNUT AVENUE.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(7) A gas main in RANDOLPH ROAD, from a point 609 feet north of Manor Road northerly 77 feet,

the centerline of which gas main shall be 7.5 feet west of and parallel to the east property line of said RANDOLPH ROAD.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(8) A gas main in LOUIS AVENUE, from a point 258 feet west of Mansell Avenue westerly 74 feet, the centerline of which gas main shall be 6.5 feet south of and parallel to the north property line of said LOUIS AVENUE.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(9) A gas main in VALERIA STREET, from a point 220 feet west of Oxford Avenue easterly 50 feet, the centerline of which gas main shall be 6.5 feet south of and parallel to the north property line of said VALERIA STREET.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(10) A gas main in HILLVIEW ROAD, from a point 158 feet north of Richard Lane northerly 27 feet, the centerline of which gas main shall be 7.5 feet west of and parallel to the east property line of said HILLVIEW ROAD.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(11) A gas main in CLEARVIEW DRIVE, from a point 100 feet east of Schulle Avenue westerly 17 feet, the centerline of which gas main shall be 7.5 feet south of and parallel to the north property line of said CLEARVIEW DRIVE.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(12) A gas main in SAN GABRIEL STREET, from West $28\frac{1}{2}$ Street southerly 186 feet, the centerline of which gas main shall be 11 feet west of and parallel to the east property line of said SAN GABRIEL STREET.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(13) A gas main in EAST 14TH STREET, from a point 26 feet west of Alamo Street westerly 38 feet, the centerline of which gas main shall be 9 feet south of and parallel to the north property line of said EAST 14TH STREET.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

THE Southern Union Gas Company is hereby put upon notice that the City of Austin does not guarantee that the space assigned above is clear from other underground utilities, but is based upon the best records we have at hand, and that the minimum depth stated does not have any reference to the fact that greater depths may not be required at special points. When the Southern Union Gas Company requires definite information upon the ground as to elevations or working points from which to base the location of their assignments, they shall apply to the Department of Public Works not less than three (3) days before such information is required. The Southern Union Gas Company is further put upon notice that they will be required to bear the expense of repairs or replacement of any underground utility damaged during the construction of lines named in this resolution.

AND THAT whenever pavement is cut in the vicinity of a fire plug, water must be used at intervals during the course of backfilling of the ditches.

THAT the work and laying of said gas mains, including the excavation in the streets, and the restoration and maintenance of said streets after said mains have been laid shall be under the supervision and direction of the City Manager, and under all the pertinent terms and conditions of the certain franchises granted to said company by the City of Austin.

The motion, seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Long, Pearson, Thompson, White, Mayor McAden
Noes: None

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, J. C. Evans is the Contractor for the erection of a building located at 310 West 11th Street and desires a portion of the sidewalk and street space abutting the west 44 feet of Lot 4, Block 134, of the Original City of Austin, Travis County, Texas, during the erection of the building, such space to be used in the work and for the storage of materials therefor; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

1. THAT space for the uses herein above enumerated be granted to said J. C. Evans, the boundary of which is described as follows:

Sidewalk and Street Working Space

Beginning at the southwest corner of the above described property; thence in a southerly direction and at right angles to the center line of West 11th Street to a point 12 feet south of the north curb line; thence in an easterly direction and parallel with the center line of West 11th Street 44 feet to a point; thence in a northerly direction and at right angles to the center line of West

11th Street to the southeast corner of the above described property.

2. THAT the above privileges and allotment of space are granted to the said J. C. Evans, hereinafter termed "Contractor", upon the following express terms and conditions:

(1) That the contractor shall construct a 4-foot walkway within the outer boundaries of the above described working space, such walkway to be protected on each side by a guard rail at least 4 feet high and substantially braced and anchored, and without wood strips or obstructions of any kind along the pavement within the walkway, and at any time in the opinion of the City Officials it becomes necessary for any reason to install a board floor within the walkway, the Contractor shall upon notice from the Building Inspector immediately place such a wood floor and substantially support same to prevent sagging under load.

(2) That the Contractor is permitted to construct in his working space a substantial gate which shall be kept closed at all times when not in use, and at all times that such gate is open, the Contractor shall maintain a person at this gate to warn pedestrians and vehicles of approaching trucks. This gate is not to open out so as to impede vehicular or pedestrian traffic.

(3) That no vehicles in loading or unloading material at the working space shall park on any part of the street outside of the allotted working space.

(4) That "No Parking" Signs shall be placed on the street side of the barricades.

(5) That the Contractor is permitted to construct a temporary work office within such allotted working space provided such work office is not within 25 feet of any corner street intersection.

(6) That the Contractor shall in no way obstruct any fire plugs or other public utilities in the construction of such barricades.

(7) That provisions shall be made for the normal flow of all storm waters in the gutter and the Contractor will be responsible for any damage done due to obstruction of any such storm water.

(8) That the Contractor shall place on the outside corners of any walkway, barricades or obstructions, red lights during all periods of darkness and provide lighting system for all tunnels.

(9) That the Contractor shall remove all fences, barricades loose materials and other obstructions on the sidewalk and street immediately after the necessity for their existence on said sidewalk or street has ceased, such time to be determined by the City Manager, and in any event all such sidewalk, barricades, materials, equipment and other obstructions shall be removed not later than December 16, 1954.

(10) That the City reserves the right to revoke at any time any and all the privileges herein granted or to require the erection or installation of additional barriers or safeguards if the conditions demand it.

(11) That the use and enjoyment of the spaces herein granted shall not be exclusive as against public needs, and the City, in making such grant reserves the right to enter and occupy any part or all of said space any time with its public utilities, or for other necessary public purposes.

(12) That any public utility, or public or private property disturbed or injured as a result of any of the activities necessary for the completion of the construction work for said building projects, whether done by the Contractor, City Forces, or public utilities, shall be replaced or repaired at the Contractor's expense.

(13) That the Contractor shall furnish the City of Austin a surety bond in the sum of One Thousand Dollars (\$1,000.00), which shall protect, indemnify and hold harmless the City of Austin from any claims or damages to any person or property that may accrue to or be brought by any person by reason of the exercise or abuse of the privileges granted the Contractor by the City of Austin and shall guarantee the replacement of all sidewalks, pavement and all other public property and public utilities disturbed or removed during the construction work and shall further guarantee the construction of a walkway and other safeguards during the occupancy of the space.

The motion, seconded by Councilman Pearson, carried by the following vote:

Ayes: Councilmen Long, Pearson, Thompson, White, Mayor McAden
Noes: None

Councilman Long offered the following resolution and moved its adoption:

(RESOLUTION)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the City Council of the City of Austin hereby approves the property situated on the west side of Red River Street as a private gasoline plant consisting of 1,550 gallon tank and electric pump for the sole purpose of servicing his own motor equipment, and from which no gasoline is to be sold, which property is owned by the Massengale Produce Company, and is the unplatted 2.98 acres Edgar J. Goldsmith tract in outlot 72, Division E. of the City of Austin, Travis County, Texas, and hereby authorizes the said Massengale Produce Company to operate a private gasoline plant consisting of 1,550 gallon tank and electric pump for the sole purpose of servicing his motor equipment, and from which no gasoline is to be sold, subject to the same being operated in compliance with all the ordinances relating thereto, and further subject to the foregoing attached recommendations; and the Building Inspector is hereby authorized to issue an occupancy permit for the operation of this private gasoline plant after full compliance with all the provisions of this resolution, and said permission shall be held to be granted, and accepted subject to all necessary, reasonable and proper, present and future regulations and ordinances of the City of Austin, Texas, in the enforcement of the proper police, traffic and fire regulations; and the right of revocation is retained if, after hearing, it is found by the City Council that the said Massengale Produce Company has failed and refused, and will continue to fail and refuse to perform any such conditions, regulations, and ordinances.

(Attached Recommendations)

Austin, Texas
June 17, 1954

Mr. Walter E. Seaholm
City Manager
Austin, Texas

Dear Sir:

I, the undersigned, have considered the application of the Massengale Produce Company, for permission to operate a private gasoline plant consisting of a 1,550 gallon underground tank and pump for the sole purpose of servicing their own motor equipment and from which no gasoline is to be sold, upon property located on the west side of Red River Street, which property is designated as unplatted 2.98 acres Edgar J. Goldsmith tract in outlet 72, Division E. in the City of Austin, Travis County, Texas, and locally known as 80 Red River Street

This property was granted a special exception October 28, 1947, and I recommend that this permit be granted subject to the following conditions;

(1) That the gasoline tanks and pumps shall be of an approved type and shall bear the label of the Underwriters Laboratories, Inc., and that all tanks and pumps shall be installed in compliance with the Ordinance governing the storage and handling of gasoline.

(2) That all tanks and pumps shall be located not nearer than 10 feet to the property line and so located that cars stopped for the purpose of unloading or receiving gasoline or other supplies shall not in any way obstruct the free passage of traffic on either the sidewalk, street or alley.

(3) That "NO SMOKING" signs shall at all times be prominently displayed and no person shall be permitted to smoke on the premises where gasoline is handled or stored.

(4) That all fees shall be paid and a permit secured from the Building Inspector's office before any installation work is started, and that no equipment shall be placed in operation until after final inspection and approval of same.

Respectfully submitted,

(Sgd) J C Eckert
Building Inspector

The motion, seconded by Councilman Pearson, carried by the following vote:

Ayes: Councilmen Long, Pearson, Thompson, White, Mayor McAden
Noes: None

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, on February 3, 1881, Fred Sterzing, Tax Collector of the City of Austin, sold the property hereinafter described to the City of Austin for the taxes owing by Mrs. Emma Brown to the City of Austin for the year 1875, as evidenced by the Tax Sale Deed to the City of Austin, executed by Fred Sterzing, which is of record in Book 51, Pages 349 and 350, in the Deed Records of Travis County, Texas; and

WHEREAS, the taxes for which such sale was made to the City of Austin have long since been paid; Now Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That W. E. Seaholm, City Manager, be and he is hereby authorized and directed to execute on behalf of the City a quitclaim deed to Mrs. Emma Brown, her successors and assigns, quitclaiming all right, title and interest acquired by the City of Austin by the deed executed by Fred Sterzing, as aforesaid, in and to the following described property, to wit:

The South Half of Block One (1) of the Subdivision of Block Forty-two (42) of Division "B" of the City of Austin, County of Travis, State of Texas.

The motion, seconded by Councilman Pearson, carried by the following vote:

Ayes: Councilman Long, Pearson, Thompson, White, Mayor McAden
Noes: None

Councilman Long offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, certain drainageway easements were reserved and dedicated to the public on a map or plat of Highland Village Section 2, Part 3, a subdivision of a portion of the Daniel J. Gilbert Survey in the City of Austin, Travis County, Texas, according to a map or plat of said Highland Village Section 2, Part 3, of record in Book 6 at Page 130, Plat Records of Travis County, Texas; and

WHEREAS, the hereinafter described portions of such easements are not now needed and hereafter will not be required by the City of Austin; now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That W. E. Seaholm, City Manager, be and he is hereby authorized and directed to execute a release of the hereinafter described portions of such drainageway easements, to wit:

No.1. The West seven and one-half (7.5) feet of Lot 11 of Block B, Highland Village Section 2, Part 3.

No.2. The East seven and one-half (7.5) feet of Lot 10 of

Block B, Highland Village Section 2, Part 3.

The motion, seconded by Councilman Pearson, carried by the following vote:

Ayes: Councilmen Long, Pearson, Thompson, White, Mayor McAden
Noes: None

Councilman Long offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, on June 9, 1954, sealed bids were received by the City of Austin for the supplying of milk and cream for Brackenridge Hospital and for Austin-Travis County T. B. Sanatorium for the six months period from July 1 to December 31, 1954; and

WHEREAS, the net bid of Oak Farms in the sum of \$9,874.19 for milk and cream in glass bottles is the lowest and best bid, and the acceptance of such bid has been recommended by the City Manager, Now Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That the bid of Oak Farms be and the same is hereby accepted and W. E. Seaholm, City Manager, is hereby authorized and directed to execute a contract with Oak Farms for the supplying of milk and cream for Brackenridge Hospital and for Austin-Travis County T. B. Sanatorium on the basis of its net bid of \$9,874.19.

The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Long, Pearson, Thompson, White, Mayor McAden
Noes: None

Councilman White moved that the following Ordinance be introduced and authorized to be published.

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF AUSTIN AND THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY CONSISTING OF 8.98 ACRES OF LAND, SAME BEING OUT OF AND A PART OF THE THOMAS J. CHAMBERS SURVEY, WHICH SAID ADDITIONAL TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS OF THE CITY OF AUSTIN, IN THE PARTICULARS STATED IN THE ORDINANCE.

The motion, seconded by Councilman Long carried by the following vote:

Ayes: Councilmen Long, Pearson, Thompson, White, Mayor McAden
Noes: None

Councilmen White moved that the following ordinance be introduced and authorized to be published.

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF AUSTIN AND THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY CONSISTING OF 2.528 ACRES OF LAND BEING OUT OF AND A PART OF THAT CERTAIN 7.96 ACRE TRACT OF LAND, A PORTION OF THE JAMES P. WALLACE SURVEY NO. 57 IN TRAVIS COUNTY, TEXAS, WHICH SAID ADDITIONAL TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS OF THE CITY OF AUSTIN, IN THE PARTICULARS STATED IN THE ORDINANCE.

The motion, seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Long, Pearson, Thompson, White, Mayor McAden
Noes: None

Mayor McAden introduced the following ordinance:

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CERTAIN CONTRACT WITH H. T. ARMSTRONG; PROVIDING FOR THE APPROPRIATION OF MONEY PAID TO THE CITY OF AUSTIN UNDER SUCH CONTRACT; AND DECLARING AN EMERGENCY.

The ordinance was read the first time and Councilman White moved that the rule be suspended and the ordinance passed to its second reading. The motion, seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Long, Pearson, Thompson, White, Mayor McAden
Noes: None

The ordinance was read the second time and Councilman White moved that the rule be suspended and the ordinance passed to its third reading. The motion, seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Long, Pearson, Thompson, White, Mayor McAden
Noes: None

The ordinance was read the third time and Councilman White moved that the ordinance be finally passed. The motion, seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Long, Pearson, Thompson, White, Mayor McAden
Noes: None

The announced that the ordinance had been finally passed.

In this connection, Councilman Pearson stated he had had many phone calls, and Mr. Davis had assured him that this line would go in within 30 days. They have only 30 days for their private extension on their temporary line, and they have put up their deposits and this will get in within 30 days.

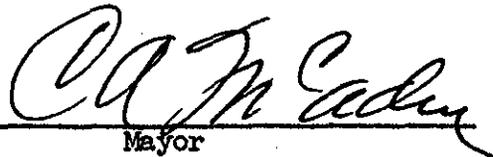
The City Manager recommended, in reference to employment of a consulting firm to set up accounting and administrative procedures, that he present some figures and submit it as a budget item. Councilman Thompson asked that the Council see the specifications before figures were estimated on them.

Councilman Long inquired about the road that was to be cut through the Public Safety Department's property to the School. The City Manager stated he had reasonable assurance that they would let the City cut it through, and it would be ready by September.

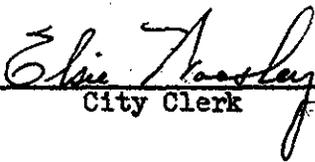
Councilman Long stated it had been discussed before, but what was the possibility of permitting the busses to stop after crossing the street to discharge passengers, rather than just as they approach the street. The City Manager explained this plan in comparison to the present plan and angle parking, stating it would work out all right with parallel parking, but with the angle parking, too many spaces would be lost.

There being no further business the Council adjourned at 12:05 P.M. subject to the call of the Mayor.

APPROVED


Mayor

ATTEST


City Clerk